

**SUBJECT:** Mirabay Townhomes Phase 1  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** February 8, 2022  
**CONTACT:** Lee Ann Kennedy

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**RECOMMENDATION:**

Accept the plat for recording for Mirabay Townhomes Phase 1, located in Section 28, Township 31, and Range 19. Accept a Performance Bond in the amount of \$2,002,468.63 and authorize the Chairman to execute the Subdivider's Agreement for Construction of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$5,062.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance – Placement of Lot Corners.

**BACKGROUND:**

On September 13, 2021, Permission to Construct Prior to Platting was issued for Mirabay Townhomes Phase 1. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Cyrene at Mirabay, LLC and the engineer is Clearview Land Design.



**Clearview**  
LAND DESIGN, P.L.

3010 W. Azalee Street, Suite 150  
Tampa, Florida 33609 (813) 223-3919

**Legend**

- Project Limits
- Fire Station
- Hospitals
- Libraries
- Elementary School
- Middle School
- High School
- Sheriff's Office
- Major Projects

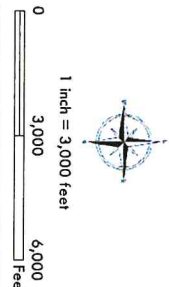
**Vicinity Map**



**S: 28 T: 31 R: 19**

**Notes:**

Clearview Land Design, or Hillsborough County make no warranty, express or implied, as to the accuracy, completeness, or timeliness of any of the geospatial information provided herein.  
Service layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Beijing), Esri Korea, Esri Thailand, JGC, IGIS, IGIS, OpenStreetMap contributors, and the GIS User Community



**Figure:** Vicinity Map  
**Project:** Miraboy - Townhomes

**Hillsborough County**

**Filename:** MBTH\_Vicinity\_20201026\_11x17\_wcs

**Map Date:** 10/26/2020  
**Map Prepared By:** WCS

# SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS - ON SITE

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Cyrene at Mirabay, LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

### Witnesseth

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

**WHEREAS**, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as MiraBay Townhomes Phase 1, hereafter referred to as the "Subdivision" ; and

**WHEREAS**, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements required by the LDC will be installed; and

**WHEREAS**, the improvements required by the LDC in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

**WHEREAS**, the Subdivider has or will file with the Hillsborough County Development Review Division of the Development Services Department drawings, plans, specifications and other information relating to the construction of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and as required by the County; and

**WHEREAS**, the Subdivider agrees to build and construct the improvements as listed below and identified as applicable to this project:

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Roads/Streets       | <input checked="" type="checkbox"/> Water Mains/Services               | <input checked="" type="checkbox"/> Stormwater Drainage Systems |
| <input type="checkbox"/> Sanitary Gravity Sewer Systems | <input checked="" type="checkbox"/> Sanitary Sewer Distribution System | <input type="checkbox"/> Bridges                                |
| <input type="checkbox"/> Reclaimed Water Mains/Services | <input type="checkbox"/> Sidewalks                                     |   |
| <input type="checkbox"/> Other: <u>Earthwork</u> ; and  |  |   |

**NOW, THEREFORE**, in consideration of the intent and desire of the Subdivider as set forth herein and to gain approval of the County to record said plat, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted Subdivision, within Twelve ( <sup>12</sup> ) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3 below, any roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of the Development Services Department by the Subdivider.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number 6213012372 dated, 12/21/2021 with Cypres at Mira Bay LLC as Principal, and U.S. Fire Ins Co. as Surety, or \_\_\_\_\_
  - c. Escrow ageement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or \_\_\_\_\_
  - d. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.
4. Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.
5. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
6. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
7. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
8. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
9. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

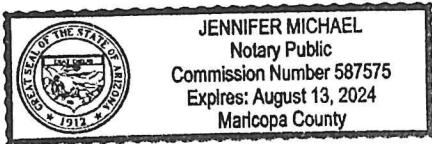
ATTEST:

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness Signature

Elizabeth Pinder  
\_\_\_\_\_  
Printed Name of Witness

*Brooke Blair*  
\_\_\_\_\_  
Witness Signature

Brooke Blair  
\_\_\_\_\_  
Printed Name of Witness



NOTARY PUBLIC *Jennifer Michael*  
 physical presence  
 personally known

CORPORATE SEAL  
(When Appropriate)

ATTEST:

CINDY STUART  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Subdivider:

By: *[Handwritten Signature]*  
\_\_\_\_\_  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Nathan Pile  
\_\_\_\_\_  
Name (typed, printed or stamped)

Authorized Signer  
\_\_\_\_\_  
Title

1661 E. Camelback Road Suite 275 Phoenix, AZ 85012  
\_\_\_\_\_  
Address of Signer

*602-930-0411*  
\_\_\_\_\_  
Phone Number of Signer

*State of Arizona  
County of Maricopa*

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

*[Handwritten Signature]*  
BY: \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.




NOW, THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as MiraBay Townhomes Phase 1 subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL March 8, 2023.

SIGNED, SEALED AND DATED this 21st day of December, 2021.

ATTEST:

  
Torianne Hayes, Witness

Cyrene at Mirabay, LLC

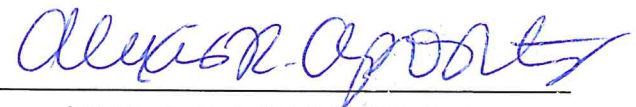
By   
Principal Seal

United States Fire Insurance Company

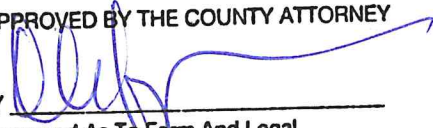
Surety Seal

ATTEST:

  
Timothy Huffman, Witness

By   
Attorney-In-Fact Alexis R. Apostolidis Seal

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal Sufficiency.

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

79560

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor,  
Michelle Anne McMahon, Alexis R. Apostolidis, Brendan William Fletcher, Cassandra Bacz, Jacqueline Rose Susco, Rebecca M. Josephson, Amanda Pierina D'Angelo,  
Eric Strba, Gentry Stewart, Jennifer Gail Godere

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **UNLIMITED.**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.

**UNITED STATES FIRE INSURANCE COMPANY**



*A.R.S.*

\_\_\_\_\_  
Anthony R. Slimowicz, President

State of New Jersey }  
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES 3/25/2024 No. 2163686**

\_\_\_\_\_  
Sonia Scala

*Sonia Scala*

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21<sup>st</sup> day of December 2021

**UNITED STATES FIRE INSURANCE COMPANY**



*Peter M. Quinn*

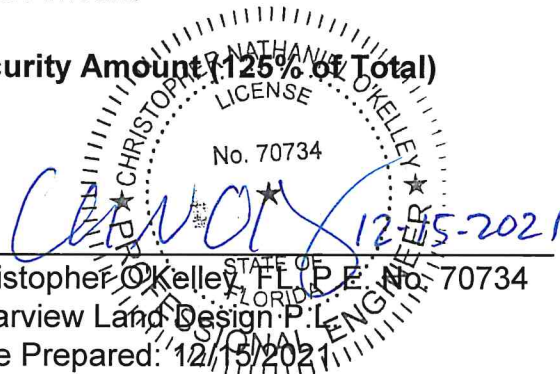
\_\_\_\_\_  
Peter M. Quinn, Senior Vice President



## Summary For Performance Bond

### MIRABAY TOWNHOMES PHASE 1 FOLIO NUMBER 51638.0165

Earthwork	\$	259,552.25
Streets and Drainage Facilities	\$	728,295.75
Water Distribution System	\$	270,778.75
Sewage Collection System	\$	<u>343,348.15</u>
Total Amount	\$	1,601,974.90
<b>Security Amount (125% of Total)</b>	<b>\$</b>	<b>2,002,468.63</b>

  
Christopher O'Kelley, P.E. No. 70734  
Clearview Land Design P.L.L.C.  
Date Prepared: 12/15/2021

## Engineers Cost Breakdown

### Schedule: Earthwork

### MIRABAY TOWNHOMES PHASE 1

### FOLIO NUMBER 51638.0165

Item	QTY	Unit	Unit Price	Total Amount
SOD 2' BOC / EOP - BAHIA	1,730	SY	\$ 2.95	\$ 5,103.50
SEED & MULCH RIGHT OF WAY	5,310	SY	\$ 0.25	\$ 1,327.50
SEED & MULCH DISTURBED AREAS	30,180	SY	\$ 0.25	\$ 7,545.00
SITE EXCAVATION	1	LS	\$ 41,750.00	\$ 41,750.00
ANCHOR BLOCK RETAINING WALL	470	LF	\$ 145.00	\$ 68,150.00
IMPORT FILL	7,475	CY	\$ 11.95	\$ 89,326.25
FINAL GRADING	1	LS	\$ 46,350.00	\$ 46,350.00
<b>Total Earthwork</b>				<b>\$ 259,552.25</b>

## Engineers Cost Breakdown

### Schedule: Streets & Drainage Facilities

### MIRABAY TOWNHOMES PHASE 1

### FOLIO NUMBER 51638.0165

Item	QTY	Unit	Unit Price	Total Amount
SAWCUT & MATCH EXISTING ASPHALT	250	LF	\$ 1.70	\$ 425.00
1 1/2" TYPE SP ASPHALT	6,930	SY	\$ 12.55	\$ 86,971.50
2" TYPE SP ASPHALT	270	SY	\$ 31.00	\$ 8,370.00
8" CEMENT TREATED BASE	6,930	SY	\$ 17.55	\$ 121,621.50
10" SHELL BASE	270	SY	\$ 16.85	\$ 4,549.50
12" STABILIZED SUBGRADE	270	SY	\$ 14.65	\$ 3,955.50
12" COMPACTED SUBGRADE	6,930	SY	\$ 2.45	\$ 16,978.50
STABILIZED CURB PAD	5,435	LF	\$ 2.85	\$ 15,489.75
DROP CURB	125	LF	\$ 17.00	\$ 2,125.00
RIBBON CURB	3,385	LF	\$ 14.75	\$ 49,928.75
TYPE "D" CURB - TRENCH	1,360	LF	\$ 11.95	\$ 16,252.00
TYPE "E" CURB	65	LF	\$ 32.10	\$ 2,086.50
TYPE "F" CURB	565	LF	\$ 20.20	\$ 11,413.00
4" CONCRETE SIDEWALK	11,925	SF	\$ 4.55	\$ 54,258.75
5' ADA HANDICAPPED RAMP	15	EA	\$ 755.00	\$ 11,325.00
SIGNAGE & STRIPING	1	LS	\$ 24,850.00	\$ 24,850.00
18" CLASS III RCP STORM	650	LF	\$ 45.50	\$ 29,575.00
24" CLASS III RCP STORM	825	LF	\$ 61.40	\$ 50,655.00
30" CLASS III RCP STORM	200	LF	\$ 86.45	\$ 17,290.00
36" CLASS III RCP STORM	235	LF	\$ 115.00	\$ 27,025.00
12" HDPE STORM	840	LF	\$ 27.05	\$ 22,722.00
18" HDPE STORM	90	LF	\$ 37.15	\$ 3,343.50
HILLS. CO. TYPE 1 CURB INLET	2	EA	\$ 5,450.00	\$ 10,900.00
TYPE C GRATE INLET	9	EA	\$ 3,350.00	\$ 30,150.00
TYPE E GRATE INLET	3	EA	\$ 5,250.00	\$ 15,750.00
STORM MANHOLE	3	EA	\$ 3,800.00	\$ 11,400.00
36" RCP MES	1	EA	\$ 3,800.00	\$ 3,800.00
RIP RAP @ END SECTION	1	EA	\$ 605.00	\$ 605.00
6" UNDERDRAIN (FINE AGGREGATE)	520	LF	\$ 15.45	\$ 8,034.00
6" UNDERDRAIN CLEANOUT	3	EA	\$ 405.00	\$ 1,215.00
YARD DRAIN	11	EA	\$ 1,400.00	\$ 15,400.00
CONNECT STORM TO EXISTING POND	1	EA	\$ 8,650.00	\$ 8,650.00
DEWATERING	2,840	LF	\$ 6.40	\$ 18,176.00
STORM SEWER TESTING	2,840	LF	\$ 8.25	\$ 23,430.00
<b>Total Streets and Drainage System</b>				<b>\$ 728,295.75</b>

**Engineers Cost Breakdown**

**Schedule: Water Distribution System**

**MIRABAY TOWNHOMES PHASE 1**

**FOLIO NUMBER 51638.0165**

Item	QTY	Unit	Unit Price	Total Amount
CONNECT TO EXISTING 12" WATERMAIN	1	EA	\$ 5,300.00	\$ 5,300.00
TEMPORARY JUMPER	1	EA	\$ 3,500.00	\$ 3,500.00
12" X 8" TAPPING SLEEVE & VALVE	1	EA	\$ 9,400.00	\$ 9,400.00
6" MASTER METER ASSEMBLY	1	EA	\$ 40,000.00	\$ 40,000.00
2" RPZ ASSEMBLY (METER BY COUNTY)	1	EA	\$ 3,700.00	\$ 3,700.00
8" PVC WATER MAIN (DR 18)	2,140	LF	\$ 34.95	\$ 74,793.00
4" PVC WATER MAIN (DR 18)	345	LF	\$ 16.45	\$ 5,675.25
8" DIP WATER MAIN	25	LF	\$ 47.30	\$ 1,182.50
8" GATE VALVE ASSEMBLY	18	EA	\$ 1,800.00	\$ 32,400.00
4" GATE VALVE ASSEMBLY	4	EA	\$ 1,050.00	\$ 4,200.00
8" MJ BEND	15	EA	\$ 445.00	\$ 6,675.00
4" MJ BEND	9	EA	\$ 255.00	\$ 2,295.00
8" MJ TEE	8	EA	\$ 715.00	\$ 5,720.00
8" MJ REDUCER	4	EA	\$ 350.00	\$ 1,400.00
4" MJ CAP	1	EA	\$ 110.00	\$ 110.00
FIRE HYDRANT ASSEMBLY	5	EA	\$ 5,100.00	\$ 25,500.00
SINGLE SERVICE SHORT	35	EA	\$ 435.00	\$ 15,225.00
SINGLE SERVICE LONG	45	EA	\$ 565.00	\$ 25,425.00
TEMPORARY BLOWOFF ASSEMBLY	4	EA	\$ 940.00	\$ 3,760.00
CHLORINATION & PRESSURE TESTING	2,510	LF	\$ 1.80	\$ 4,518.00
<b>Total Water Distribution System</b>				<b>\$ 270,778.75</b>

## Engineers Cost Breakdown

### Schedule: Sewage Collection System

### MIRABAY TOWNHOMES PHASE 1

### FOLIO NUMBER 51638.0165

Item	QTY	Unit	Unit Price	Total Amount
CONNECT TO EXISTING SANITARY	2	EACH	\$ 17,000.00	\$ 34,000.00
8" PVC (0-6' CUT)	357	LF	\$ 26.85	\$ 9,585.45
8" PVC (6'-8' CUT)	658	LF	\$ 28.30	\$ 18,621.40
8" PVC (8'-10' CUT)	620	LF	\$ 30.20	\$ 18,724.00
8" PVC (10'-12' CUT)	510	LF	\$ 32.75	\$ 16,702.50
10" PVC (10'-12' CUT)	507	LF	\$ 41.10	\$ 20,837.70
10" PVC (12'-14' CUT)	15	LF	\$ 47.05	\$ 705.75
SANITARY MANHOLE (0'-6' CUT)	7	EACH	\$ 4,000.00	\$ 28,000.00
SANITARY MANHOLE (6'-8' CUT)	2	EACH	\$ 4,400.00	\$ 8,800.00
SANITARY MANHOLE (8'-10' CUT)	2	EACH	\$ 4,900.00	\$ 9,800.00
SANITARY MANHOLE (10'-12' CUT)	7	EACH	\$ 6,100.00	\$ 42,700.00
SANITARY DROP MANHOLE (8'-10' CUT)	2	EACH	\$ 5,900.00	\$ 11,800.00
SINGLE SERVICE	8	EACH	\$ 1,140.00	\$ 9,120.00
DOUBLE SERVICE	34	EACH	\$ 1,500.00	\$ 51,000.00
DEWATERING	2,667	LF	\$ 13.45	\$ 35,871.15
SANITARY SEWER TESTING	2,668	LF	\$ 10.15	\$ 27,080.20
<b>Total Sewage Collection System</b>				<b>\$ 343,348.15</b>

**SUBDIVIDER'S AGREEMENT FOR PERFORMANCE  
- PLACEMENT OF LOT CORNERS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Cyrene at Mirabay, LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

**Witnesseth**

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

**WHEREAS**, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as MiraBay Townhomes Phase 1 (hereafter referred to as the "Subdivision"); and

**WHEREAS**, a final plat of a subdivision within the unincorporated area of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

**WHEREAS**, the lot corners required by Florida Statutes in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

**WHEREAS**, the Subdivider agrees to install the aforementioned lot corners in the platted area.

**NOW, THEREFORE**, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Twenty Four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number 621 3012381 dated, 12/21/2021 with Cyrene at Mirabay, LLC as Principal, and U.S. Fire Ins. Co. as Surety, or
  - c. Escrow agreement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by the County into a non-interest bearing

escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.

4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill its obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness Signature

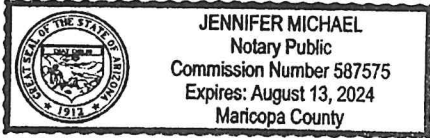
Elizabeth Pinder

Printed Name of Witness

*Brooke Blair*  
\_\_\_\_\_  
Witness Signature

Brooke Blair

Printed Name of Witness



NOTARY PUBLIC

*Jennifer Michael*  
✓ physical presence  
✓ personally known

CORPORATE SEAL

(When Appropriate)

ATTEST:

CINDY STUART

Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Subdivider:

By *Nathan Pile*  
\_\_\_\_\_  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Nathan Pile

Name (typed, printed or stamped)

Authorized Signer

Title

1661 E. Camelback Road Suite 275 Phoenix, AZ 85012

Address of Signer

*602-930-0411*  
\_\_\_\_\_  
Phone Number of Signer

*State of Arizona  
County of Maricopa*

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

BY *[Handwritten Signature]*  
\_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.



**SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT**

KNOW ALL MEN BY THESE PRESENTS, That we Cyrene at Mirabay, LLC

\_\_\_\_\_ called the Principal, and United States Fire Insurance Company

\_\_\_\_\_ called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Five Thousand Sixty Two and 50/100

\_\_\_\_\_ (\$ 5,062.50 ) Dollars for the payment of which sum,

well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this performance bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to these subdivision regulations a final plat of the subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as MiraBay Townhomes Phase 1 are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners are to be installed in the aforementioned platted area; and

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of installation of the aforementioned lot corners within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider’s Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of installation of the required lot corners; and

WHEREAS, the terms of said Subdivider’s Agreement are by reference, hereby, incorporated into and made a part of this Subdivision Performance Bond.

NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as MiraBay Townhomes Phase 1 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within 24 months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL March 8, 2024.

SIGNED, SEALED AND DATED this 21st day of December, 2021.

ATTEST:

Torianne Hayes  
Torianne Hayes, Witness

Cyrene at Mirabay, LLC

BY: [Signature]  
PRINCIPAL (SEAL)

United States Fire Insurance Company

SURETY (SEAL)

ATTEST:

[Signature]  
Timothy Huffman, Witness

Alexis R. Apostolidis  
ATTORNEY-IN-FACT (SEAL)  
Alexis R. Apostolidis

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]  
Approved As To Form And Legal Sufficiency.

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

79560

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, Brendan William Fletcher, Cassandra Baez, Jacqueline Rose Susco, Rebecca M. Josephson, Amanda Pierina D'Angelo, Eric Strba, Gentry Stewart, Jennifer Gail Godere

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **UNLIMITED.**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.

**UNITED STATES FIRE INSURANCE COMPANY**



*A.R.S.*

\_\_\_\_\_  
Anthony R. Slimowicz, President

State of New Jersey }  
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2024 No. 2163686**

\_\_\_\_\_  
Sonia Scala

*Sonia Scala*

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21<sup>st</sup> day of December 2021

**UNITED STATES FIRE INSURANCE COMPANY**



*Peter M. Quinn*

\_\_\_\_\_  
Peter M. Quinn, Senior Vice President

## Summary For Performance Bond

### MIRABAY TOWNHOMES PHASE 1

FOLIO NUMBER 51638.0165

Set All PCPs & Lot Corners	\$4,050.00
Total Amount	<u>\$ 4,050.00</u>
<b>Security Amount (125% of Total)</b>	<b>\$ 5,062.50</b>

  
Christopher O'Kelley, F.L.P.E. No. 70734  
Clearview Land Design P.L.L.C.  
Date Prepared: 12/15/2021

**Engineers Cost Breakdown**

**Schedule: Permanent Control Points (PCPs) & Lot Corners**

**MIRABAY TOWNHOMES PHASE 1**

**FOLIO NUMBER 51638.0165**

**MIRABAY TOWNHOMES PHASE 1**

**FOLIO NUMBER 51638.0165**

SET PCPs & LOT CORNERS	1	LS	\$ 4,050.00	\$ 4,050.00
<b>Total PCPs &amp; Lot Corners</b>				<b>\$4,050.00</b>

# MIRABAY TOWNHOMES PHASE 1

PLAT BOOK PAGE

SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

**LEGAL DESCRIPTION:** A parcel of land lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

**COMMENCE** at the Northwest corner of PARCEL "A", according to the plat of MIRABAY VILLAGE, as recorded in Plat Book 115, Pages 205 through 208 Inclusive, of the Public Records of Hillsborough County, Florida for a **POINT OF BEGINNING**, run thence along the Westerly boundary of said MIRABAY VILLAGE, the following five (5) courses: 1) thence S.00°40'55"W., 151.24 feet to a point of curvature; 2) Southwesterly, 46.57 feet along the arc of a curve to the left having a radius of 61.50 feet and a central angle of 43°23'01" (Chord bearing S.12°00'38"E., 49.46 feet) to a point of tangency; 3) S.42°42'06"E., 77.49 feet; 4) S.42°42'06"E., 30.00 feet; 5) S.42°42'06"E., 35.81 feet; thence S.47°17'54"W., 171.53 feet to the Point of Beginning. **MIRABAY VILLAGE:** thence along said Westerly boundary of MIRABAY VILLAGE, the following ten (10) courses: 1) continue S.42°42'06"E., 109.50 feet; 2) S.47°17'54"W., 200.00 feet; 3) S.42°42'06"E., 258.00 feet; 4) S.47°17'54"W., 257.84 feet; 5) S.42°42'19"E., 33.96 feet to a point on a curve; 6) Westerly, 71.18 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 81°33'52" (Chord bearing N.83°29'02"W., 65.32 feet) to a point of tangency; 7) N.42°42'06"W., 359.78 feet to a point of curvature; 8) Northwesterly, 10.76 feet along the arc of a curve to the left having a radius of 14.00 feet and a central angle of 44°01'58" (Chord bearing N.64°43'05"W., 10.50 feet) to a point of tangency; 9) Northwesterly, 82.22 feet along the arc of a curve to the right having a radius of 14.00 feet and a central angle of 94°13'22" (Chord bearing N.39°57'24"W., 73.27 feet); 10) N.42°42'06"W., 55.44 feet to a point on a curve on the Eastern boundary of the right-of-way for GOLF AND SEA BOULEVARD as shown on the plat recorded in Official Records Book 18436, Page 55, of the Public Records of Hillsborough County, Florida; thence along said Eastern boundary of the right-of-way for GOLF AND SEA BOULEVARD, the following three (3) courses: 1) Northeastery, 485.58 feet along the arc of a curve to the left having a radius of 540.00 feet and a central angle of 51°31'16" (Chord bearing N.26°38'53"E., 469.38 feet) to a point of tangency; 2) N.00°53'15"E., 273.77 feet to a point of curvature; 3) Northeastery, 39.18 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 89°47'40" (Chord bearing N.45°47'05"E., 35.28 feet) to a point of tangency on the Southern boundary of the 20 foot wide Additional (Public) right-of-way for LEISEL ROAD, according to the Warranty Deed, as recorded in Official Records Book 18394, Page 632, of the Public Records of Hillsborough County, Florida; thence along said Southern boundary of the 20 foot wide Additional (Public) right-of-way for LEISEL ROAD, S.89°19'05"E., 313.62 feet to the **POINT OF BEGINNING**. Containing 8,400 acres, more or less.

This Private Subdivision contains rights-of-way, easements, and other common areas which are neither owned nor maintained by Hillsborough County.

**NOTICE:** This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.

**BOARD OF COUNTY COMMISSIONERS**

This plat has been approved for recordation.

Date \_\_\_\_\_ Chairman

**CLERK OF CIRCUIT COURT**

County of Hillsborough  
State of Florida

I hereby certify that this subdivision plat meets the requirements in form, of Chapter 127 Part 1 of the Florida Statutes and has been filed for record in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ of the Public Records of Hillsborough County, Florida.

BY: \_\_\_\_\_ Clerk of Circuit Court  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, TIME \_\_\_\_\_

CLERK FILE NUMBER \_\_\_\_\_

**REVIEWING AGENCY SURVEYOR'S CERTIFICATE**

**PLAT APPROVAL:** This plat has been reviewed in accordance with the Florida Statutes, Section 127.081 for Chapter conformity. The geographic data has not been verified.

Reviewed by: \_\_\_\_\_  
Florida Professional Surveyor and Mapper, License No. \_\_\_\_\_  
Survey Section, Geospatial & Land Acquisition Services Department, Hillsborough County

**SURVEYOR'S CERTIFICATION**  
I, the undersigned surveyor, hereby certify that this Plat and Subdivision is a correct representation of the survey conducted. This Plat was prepared under my direction and supervision and complies with all the surveying standards of Chapter 127 Part 1 of the Florida Statutes, and the Hillsborough County Land Development Code; and that Permanent Reference Markers (Permanent Control Points) as shown hereon, and all other monumentation of lot corners, points of intersection and changes of direction of lines within the subdivision as required by said Chapter 127 of the Florida Statutes will be set within the time allotted in 127.091 (8) (9), or pursuant to terms of bond.

**PMERRITT, INC.** (Certificate of Authorization Number LB7778)  
3010 W. Azalea Street, Suite 150  
Tampa, Florida 33609

Arthur W. Merritt, (License No. LS4498)  
Florida Professional Surveyor and Mapper

**PMERRITT, INC.**  
LAND SURVEYING & MAPPING  
Certificate of Authorization Number LB 7778  
3010 W. Azalea Street, Suite 150  
Tampa, FL 33609  
PHONE (813) 221-5200  
FAX (813) 221-5201  
The P:\Maple Branch\Surveying-Thames

# MIRABAY TOWNHOMES PHASE 1

SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

**NOTES:**

1. Northing and Easting coordinates (indicated in feet) as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 1990 ADJUSTMENT) for the West Zone of Florida, have been established to a minimum of third order accuracy, and are supplemental data only.  
Originating Coordinates: Stations "94X" and "RUSKIN A".
2. Subdivision plat by its name represent a determination on whether properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding; the Development Review Division has information regarding flooding and restrictions on development.
3. All planned utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the safety and services of an electric, telephone, gas, or other public utility.
4. Drainage easements shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges, and landscaping plants other than grass, except for landscaping of stormwater detention and retention ponds as required by the Land Development Code, except as approved by the County Administrator. This note shall appear on each affected deed.
5. Lands being platted herein are benefited by and subject to the following:
  - a) Notice of Establishment of the Harbor Bay Community Development District recorded in Official Records Book 9948, Page 1048, Public Records of Hillsborough County, Florida; Community Development District known as Harbor Bay Community Development District pursuant to Final Judgment recorded in Official Records Book 10106, Page 1022, Public Records of Hillsborough County, Florida; CDD Fee Indemnification Agreement recorded in Official Records Book 15914 Page 904, as further assigned by Assignment of CDD Fee Indemnification recorded in Official Records Book 20900, Page 215, and Assignment of CDD Fee Indemnification recorded in Official Records Book 26766, Page 191, and Assignment of a Portion of CDD Fee Indemnification Agreement, recorded in Official Records Book 26766, Page 191, and Assignment of Records of Hillsborough County, Florida and Declaration of Consent, recorded in Official Records Book 11014, Page 997, as effected by Quitclaim Deed recorded in Official Records Book 18691, Page 453, all of the Public Records of Hillsborough County, Florida.
  - b) Amended and Restated Declaration of Covenants, Restrictions and Easements for Mirabay recorded in Official Records Book 12837, Page 1275 and together with the Supplemental Declaration and Additional Covenants, Restrictions and Easements for Mirabay, recorded in Official Records Book 13480, Page 231, Supplemental Declaration and Amendment to the Declaration of Covenants, Restrictions and Easements for Mirabay, recorded in Official Records Book 14337, Page 415, recorded in Official Records Book 15914, Page 891, recorded in Official Records Book 17881, Page 1919, Supplemental Declaration of Covenants, Restrictions and Easements for Mirabay, recorded in Official Records Book 17881, Page 1919, Supplemental Declaration and Easements for Mirabay, recorded in Official Records Book 17881, Page 1919, Supplemental Declaration and Amendment to the Declaration of Covenants, Restrictions and Easements for Mirabay, recorded in Official Records Book 18159, Page 680, Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for Mirabay, recorded in Official Records Book 23478, Page 1705 and Notice of Intent to Enforce the Declaration recorded in Official Records Book 27547, Page 912, all of the Public Records of Hillsborough County, Florida.
  - c) Easement in favor of Tampa Electric Company recorded in Official Records Book 18389, Page 89, Public Records of Hillsborough County, Florida, Survey comment: *The easement for the overhead power lines that lie within the limits of this plat are in the process of being released.*
  - d) Communication Easement in favor of Verizon Florida, LLC recorded in Official Record, Book 10354, Page 193, Public Records of Hillsborough County, Florida, Survey comment: *10' wide easement, 5' each side of the centerline of existing facilities.*
  - e) Storm Water Drainage Easement Agreement by and between Aldade Mirabay, LLC, a Florida limited liability company and Mirabay Homes, LLC, a Florida limited liability company, recorded in Official Records Book 27035, Page 1721, Public Records of Hillsborough County, Florida, Survey comment: *Not Platable, property is benefited by.*

**TRACT DESIGNATION TABLE**

TRACT	DESIGNATION	ACREAGE
TRACT "A"	(PRIVATE) RIGHT-OF-WAY	2.417 AC.±
TRACT "B-1"	(HOA) COMMON AREA; UTILITY EASEMENT	0.871 AC.±
TRACT "B-2"	(HOA) COMMON AREA	0.032 AC.±
TRACT "B-3"	(HOA) COMMON AREA; UTILITY EASEMENT	0.121 AC.±
TRACT "B-4"	(HOA) COMMON AND DRAINAGE AREA; UTILITY EASEMENT	0.043 AC.±
TRACT "B-5"	(HOA) COMMON AREA; UTILITY EASEMENT	0.256 AC.±
TRACT "B-6"	(HOA) COMMON AREA; UTILITY EASEMENT	0.172 AC.±
TRACT "C"	FUTURE DEVELOPMENT AREA; UTILITY EASEMENT	0.246 AC.±
TRACT "E"	(HOA) COMMON AREA	0.022 AC.±
TRACT "F"	TO BE RESERVED IN ACCORDANCE WITH THE HILLSBOROUGH COUNTY CORRIDOR PRESERVATION PLAN	0.114 AC.±

**DEDICATION:** Cyrene at Apollo Beach, LLC, a Florida limited liability company, (the "Owner") as the fee simple owner of the lands platted herein, does hereby dedicate this plat of MIRABAY TOWNHOMES PHASE 1, for record.

Owner does hereby state and declare the following:  
Owner does hereby grant to Hillsborough County government and providers of law enforcement, fire emergency, emergency medical, mail, package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services, a non-exclusive access easement over and across the private roads and private rights of way within TRACT "A" as shown hereon for ingress and egress for the performance of their official duties.

Owner does hereby grant to Hillsborough County and providers of telephone, electric, cable television and cable data, water and sewer, and other public and quasi-public utilities, a non-exclusive access easement over and across and a non-exclusive utility easement for ingress and egress and for the construction, installation, and maintenance of utilities and related purposes, for the benefit of the lot owners herein.

The private roads and rights of way shown hereon as Tract "A" are not dedicated to the public, but are private, and are hereby reserved by Owner for conveyance to a Homeowners Association, or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within MIRABAY TOWNHOMES PHASE 1, as access for ingress and egress of such lot owners and their guests and invitees.

Fee interest in TRACTS "A", "B-1", "B-2", "B-3", "B-4", "B-5", "B-6" and "E", as shown hereon, are hereby reserved by the Owner for conveyance by separate instrument to a homeowners association or other custodial and maintenance entity, subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision.

Fee interest in TRACT "C", is hereby reserved by Owner, and will be maintained by Owner.

Fee interest in TRACT "F", is hereby reserved in accordance with the Hillsborough County Corridor Preservation Plan.

The maintenance of the Tracts, areas, and private easements reserved by the Owner will be the responsibility of the Owner. Its assigns and its successors in title, which may include a homeowners association and/or other custodial and maintenance entity.

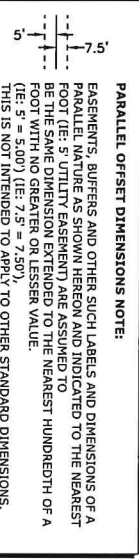
Said TRACTS "A", "B-1", "B-2", "B-3", "B-4", "B-5", "B-6", "C" and "E" and the private easements reserved by the Owner are subject to any and all easements dedicated to public use as shown on this plat.

Cyrene at Apollo Beach, LLC, a Florida limited liability company - OWNER  
\_\_\_\_\_ as \_\_\_\_\_  
Witness \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Witness \_\_\_\_\_  
Printed Name \_\_\_\_\_

**ACKNOWLEDGEMENT:** State of Florida, County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Cyrene at Apollo Beach, LLC, a Florida limited liability company on behalf of the company. Personally known to me  or who has produced \_\_\_\_\_ as identification.

Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

(Printed Name of Notary) \_\_\_\_\_



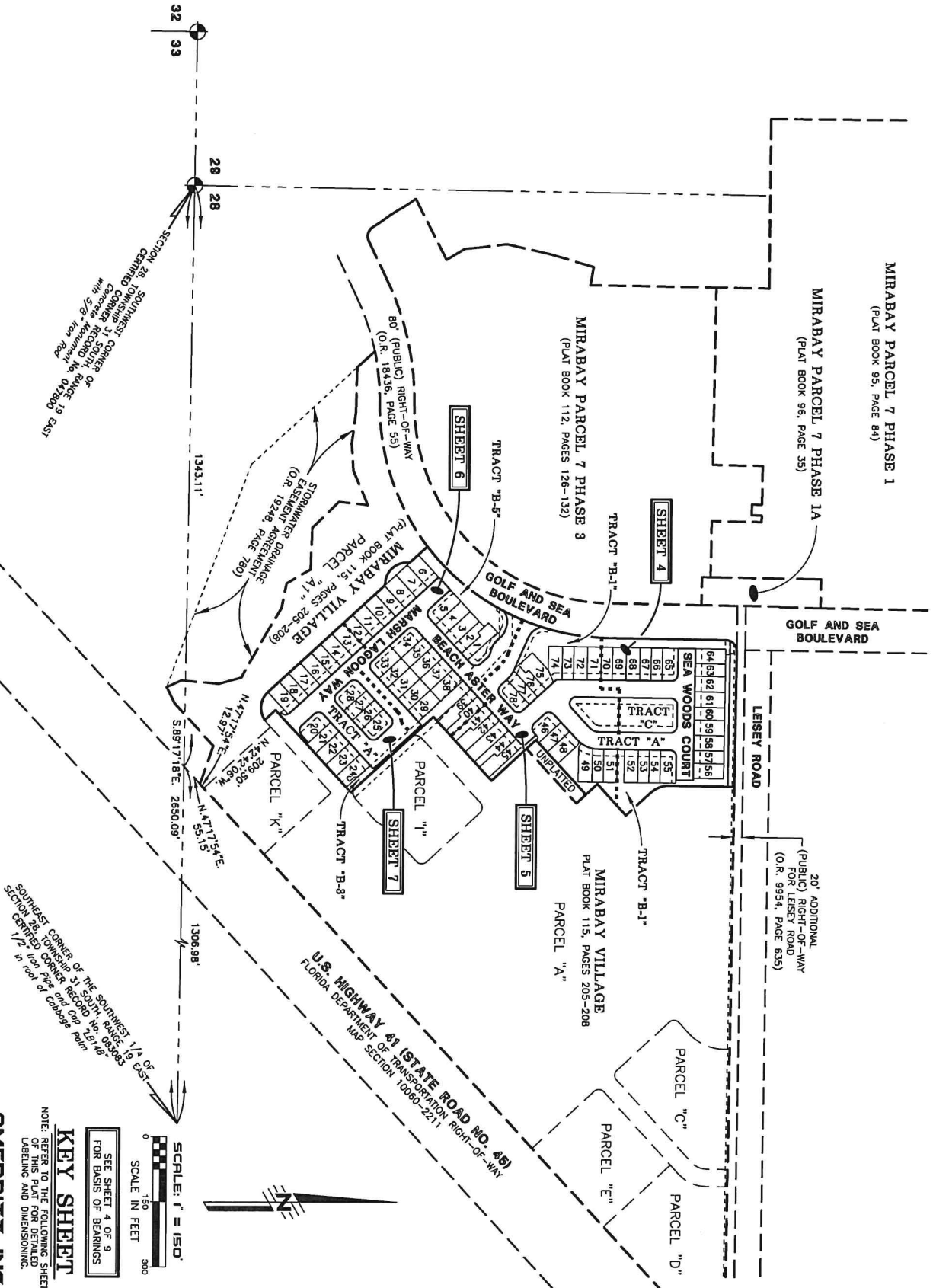
**PARALLEL OFFSET DIMENSIONS NOTE:**  
EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT (IE: 5' = 5.00') (IE: 7' 5" = 7.50'). THIS IS NOT INTENDED TO APPLY TO OTHER STANDARD DIMENSIONS.

# MIRABAY TOWNHOMES PHASE 1

SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

MIRABAY PARCEL 7 PHASE 1  
(PLAT BOOK 95, PAGE 84)

MIRABAY PARCEL 7 PHASE 1A  
(PLAT BOOK 96, PAGE 35)



SCALE: 1" = 150'

SCALE IN FEET

0 150 300

KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS FOR DIMENSIONS AND LABELING AND DIMENSIONING.

AMERITT, INC.  
LAND SURVEYING & MAPPING  
Certificate of Authorization Number LA 2778  
3010 W. Lasch Street, Suite 150  
Tampa, Florida 33618  
PHONE (813) 221-5200

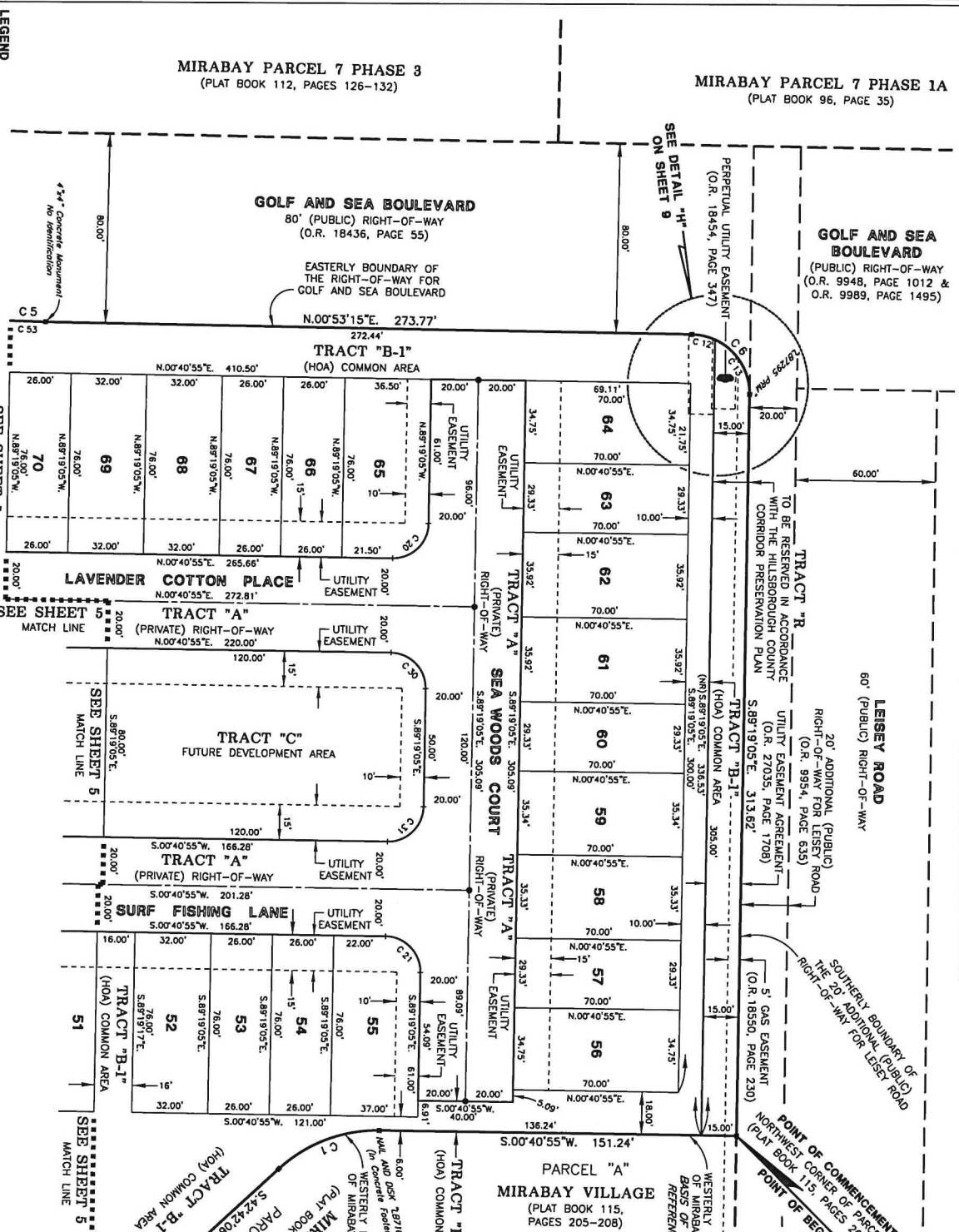
LEGEND  
1. O.R. - Official Records Book

SHEET 3 OF 9 SHEETS



SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

MIRABAY TOWNHOMES PHASE 1



- LEGEND**
- Symbol  $\oplus$  indicates (P.R.M.) Permanent Reference Monument
  - Symbol  $\otimes$  indicates (P.R.M.) Offset Permanent Reference Monument
  - Symbol  $\otimes$  indicates (P.C.P.) Permanent Control Point "LB7778"
  - (R) indicates radial line
  - (NR) indicates non-radial line
  - OR - Reference Bearing
  - (TR) - Typical
  - (HOA) - Homeowners Association
  - (U.E.A.) - Utility Easement Agreement (O.R. 27035, Page 1695)

**BASIS OF BEARINGS**

The western boundary of MIRABAY VILLAGE, where referenced herein, according to the plat thereof, as recorded in Plat Book 115, Pages 205 through 208 inclusive, of the Public Records of Hillsborough County, Florida, has a Grid Bearing of S.00°40'55"W. The Grid Bearings as shown herein refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

**CURVE DATA TABLE**

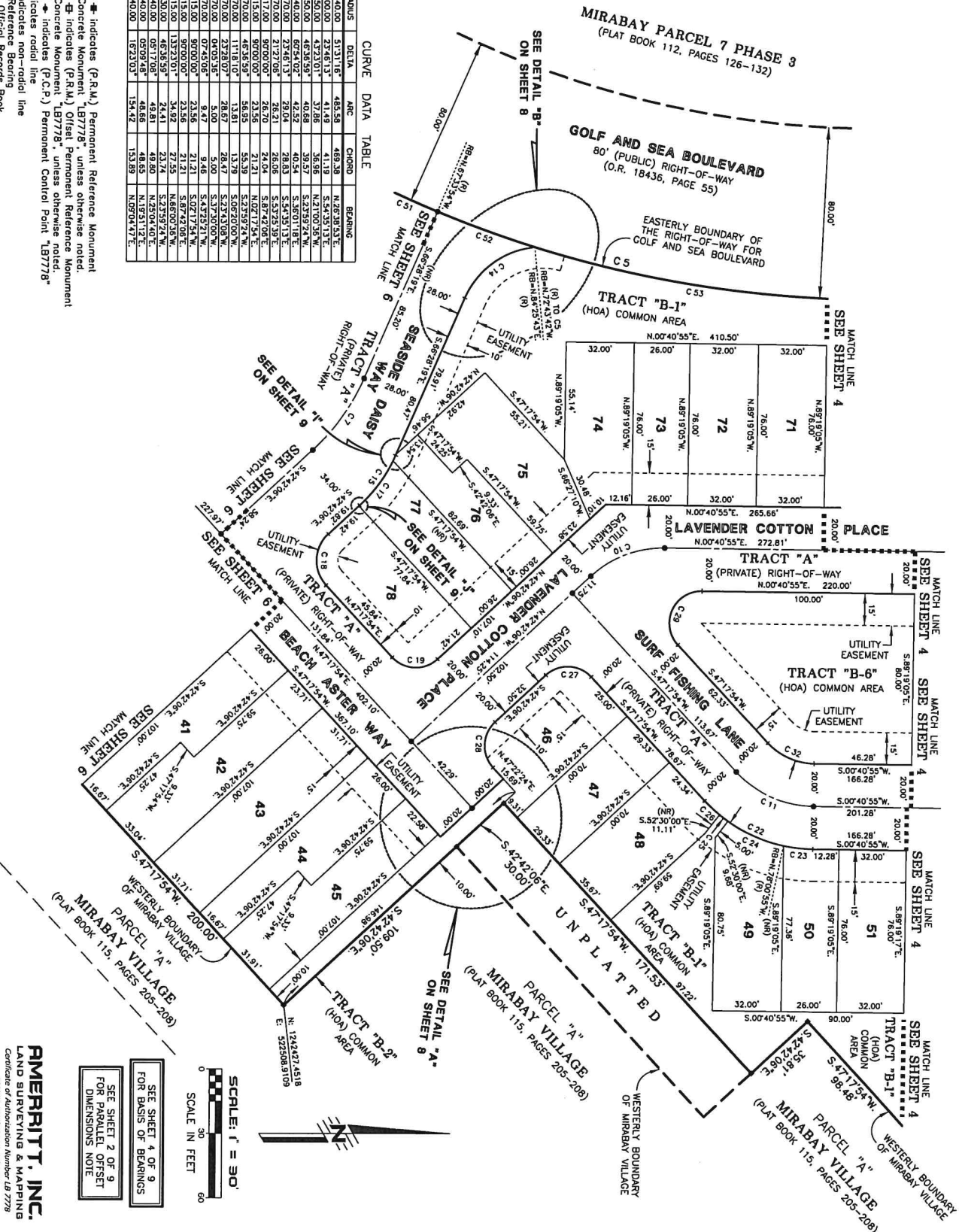
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	61.90	4323.01°	46.57	43.46	S.270°30'36"E
5	540.00	51331.16°	485.58	469.38	N.52°57'05"E
6	25.00	69°47'40"	39.18	35.79	N.45°47'05"E
12	25.00	23°22'21"	10.20	10.13	N.17°24'26"E
13	25.00	66°25'19"	28.98	27.39	N.52°28'15"E
14	25.00	66°25'19"	28.98	27.39	N.52°28'15"E
20	15.00	90°00'00"	23.56	21.21	N.45°19'05"E
21	15.00	90°00'00"	23.56	21.21	N.45°19'05"E
30	15.00	90°00'00"	23.56	21.21	N.45°19'05"E
31	540.00	16°23'03"	154.42	153.89	N.0°00'44.7"E

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 Tampa, FL 33609  
 PHONE (813) 221-5300

SHEET 4 OF 9 SHEETS

SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

**MIRABAY TOWNHOMES PHASE 1**



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
5	540.00	51.3116°	483.58	483.38	N 87° 18' 32" E
7	100.00	23° 46' 13"	41.48	41.19	S 84° 52' 13" E
10	50.00	43° 23' 01"	37.86	36.95	N 21° 00' 35" W
11	50.00	46° 36' 59"	40.68	39.57	S 23° 59' 24" W
14	50.00	69° 54' 02"	42.52	40.54	S 35° 01' 18" E
15	70.00	21° 45' 13"	29.04	28.53	S 54° 55' 11" E
16	12.00	90° 00' 00"	26.70	26.84	S 87° 42' 08" E
19	15.00	90° 00' 00"	23.56	23.70	N 82° 17' 54" E
22	70.00	46° 36' 59"	58.95	55.39	S 23° 59' 24" W
23	70.00	11° 18' 10"	13.81	13.79	S 65° 20' 00" W
24	70.00	23° 28' 07"	28.67	28.47	S 23° 13' 09" W
25	70.00	07° 43' 06"	6.00	5.90	S 71° 30' 00" W
26	15.00	90° 00' 00"	23.56	23.71	S 87° 42' 08" E
27	15.00	90° 00' 00"	23.56	23.71	S 87° 42' 08" E
28	15.00	133° 23' 01"	34.92	27.35	N 85° 00' 35" W
29	15.00	133° 23' 01"	34.92	27.35	N 85° 00' 35" W
31	540.00	48° 36' 59"	48.81	48.80	S 23° 59' 24" W
32	540.00	05° 17' 08"	48.81	48.80	N 89° 51' 12" E
33	540.00	162° 33' 15"	154.72	153.99	N 89° 51' 12" E

LEGEND

- Symbol  $\blacksquare$  indicates (P.R.M.) Permanent Reference Monument
- Symbol  $\blacksquare$  indicates (P.R.M.) Offset Permanent Reference Monument
- Symbol  $\blacksquare$  indicates (P.R.M.) Offset Permanent Reference Monument
- Symbol  $\blacksquare$  indicates (P.C.P.) Permanent Control Point "187778"
- Symbol  $\blacksquare$  indicates radial line
- Symbol  $\blacksquare$  indicates non-radial line
- Symbol  $\blacksquare$  indicates typical
- Symbol  $\blacksquare$  indicates Official Records Book
- Symbol  $\blacksquare$  indicates Homeowners Association
- Symbol  $\blacksquare$  indicates Utility Easement Agreement (O.R. 27035, Page 1895)

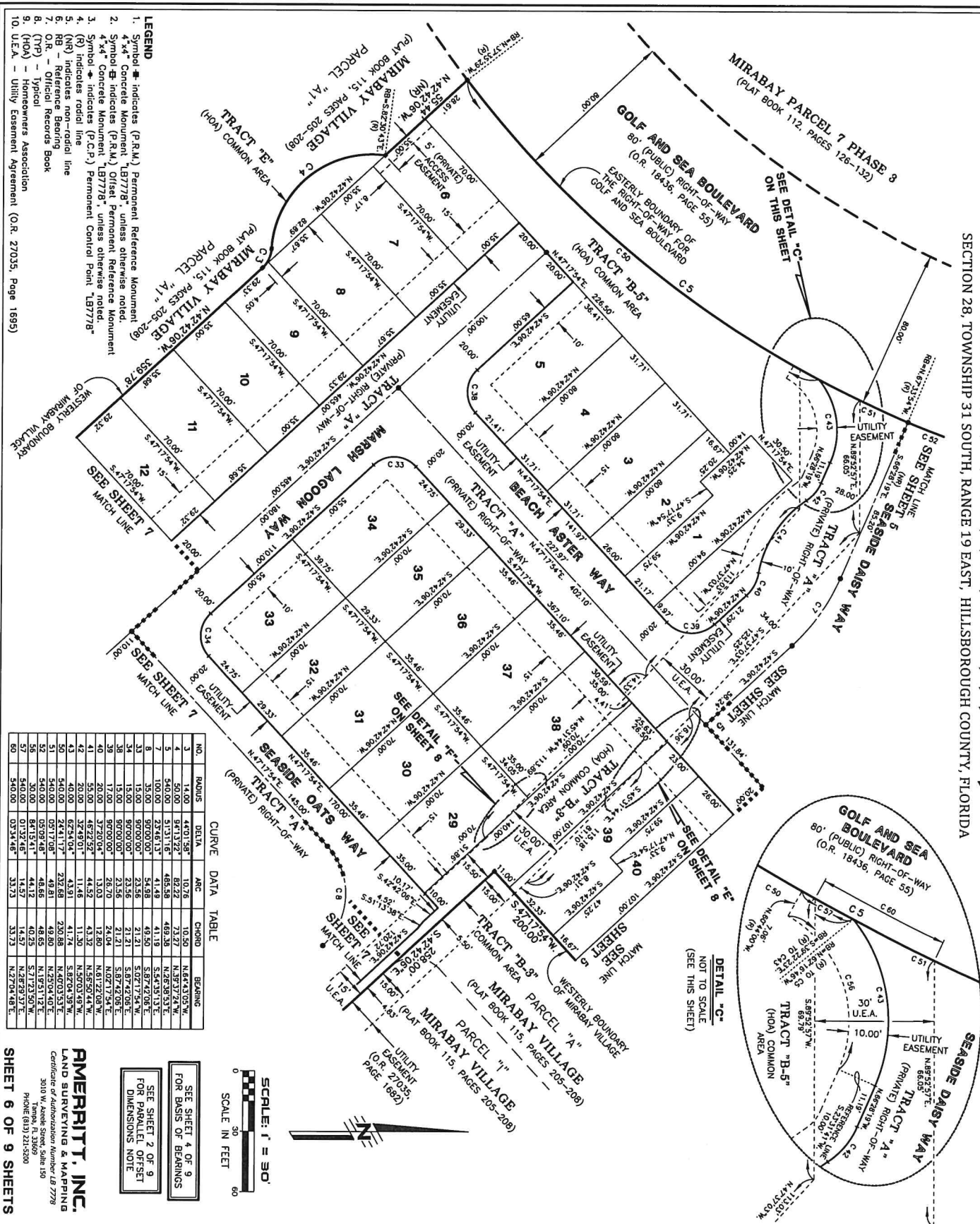


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SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

# MIRABAY TOWNHOMES PHASE 1

PLAT BOOK PAGE



- LEGEND**
- Symbol: indicates (P.R.M.) Permanent Reference Monument
  - Symbol: indicates (P.R.M.) Official Permanent Reference Monument
  - Symbol: indicates (P.C.P.) Permanent Control Point
  - (R) indicates radial line
  - (NR) indicates non-radial line
  - R.B. - Reference Banding
  - O.R. - Official Records Book
  - (TYP) - Typical
  - (HOA) - Homeowners Association
  - U.E.A. - Utility Easement Agreement (O.R. 27035, Page 1695)

**CURVE DATA TABLE**

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	50.00	4°01'58"	10.76	10.50	N44°43'05"W
2	50.00	9°41'32"	22.22	21.72	N37°37'24"W
3	50.00	15°11'16"	36.58	35.36	N28°38'53"E
4	50.00	20°51'00"	52.88	50.88	N17°52'13"E
5	50.00	26°30'44"	71.00	68.12	S02°17'54"W
6	50.00	32°10'28"	90.88	87.00	S11°21'12"E
7	50.00	37°50'12"	112.56	109.56	S19°24'04"E
8	50.00	43°29'56"	136.00	132.00	S26°26'56"E
9	50.00	49°09'40"	161.20	156.00	S32°29'48"E
10	50.00	54°49'24"	188.00	182.00	S37°32'40"E
11	50.00	60°29'08"	216.00	209.00	S41°35'32"E
12	50.00	66°08'52"	245.60	237.60	S44°38'24"E
13	50.00	71°48'36"	276.80	267.20	S46°41'16"E
14	50.00	77°28'20"	309.60	298.40	S47°44'08"E
15	50.00	83°08'04"	344.00	331.20	S47°46'56"E
16	50.00	88°47'48"	380.00	365.60	S46°49'44"E
17	50.00	94°27'32"	417.60	401.60	S44°52'32"E
18	50.00	100°07'16"	456.80	439.20	S41°55'20"E
19	50.00	105°47'00"	497.60	478.40	S37°58'08"E
20	50.00	111°26'44"	540.00	519.20	S33°00'56"E
21	50.00	117°06'28"	584.00	561.60	S27°03'44"E
22	50.00	122°46'12"	629.60	605.60	S19°06'32"E
23	50.00	128°25'56"	676.80	651.20	S9°09'20"E
24	50.00	134°05'40"	725.60	698.40	S0°12'08"E
25	50.00	139°45'24"	776.00	747.20	N0°14'56"W
26	50.00	145°25'08"	828.00	797.60	N0°17'44"W
27	50.00	151°04'52"	881.60	849.60	N0°20'32"W
28	50.00	156°44'36"	936.80	903.20	N0°23'20"W
29	50.00	162°24'20"	993.60	958.40	N0°26'08"W
30	50.00	168°04'04"	1052.00	1015.20	N0°28'56"W
31	50.00	173°43'48"	1112.00	1074.40	N0°31'44"W
32	50.00	179°23'32"	1173.60	1135.60	N0°34'32"W
33	50.00	185°03'16"	1236.80	1199.20	N0°37'20"W
34	50.00	190°43'00"	1301.60	1265.20	N0°40'08"W
35	50.00	196°22'44"	1368.00	1333.60	N0°42'56"W
36	50.00	202°02'28"	1436.00	1404.80	N0°45'44"W
37	50.00	207°42'12"	1505.60	1478.40	N0°48'32"W
38	50.00	213°21'56"	1576.80	1554.40	N0°51'20"W
39	50.00	219°01'40"	1649.60	1632.80	N0°54'08"W
40	50.00	224°41'24"	1724.00	1713.60	N0°56'56"W
41	50.00	230°21'08"	1800.00	1796.80	N0°59'44"W
42	50.00	236°00'52"	1877.60	1882.40	N1°02'32"W
43	50.00	241°40'36"	1956.80	1970.40	N1°05'20"W
44	50.00	247°20'20"	2038.40	2060.80	N1°08'08"W
45	50.00	253°00'04"	2121.60	2153.60	N1°10'56"W
46	50.00	258°39'48"	2206.40	2248.80	N1°13'44"W
47	50.00	264°19'32"	2292.80	2346.40	N1°16'32"W
48	50.00	270°00'16"	2380.80	2446.40	N1°19'20"W
49	50.00	275°40'00"	2470.40	2548.80	N1°22'08"W
50	50.00	281°19'44"	2561.60	2653.60	N1°24'56"W
51	50.00	287°00'28"	2654.40	2760.80	N1°27'44"W
52	50.00	292°40'12"	2748.80	2870.40	N1°30'32"W
53	50.00	298°20'56"	2844.80	2982.40	N1°33'20"W
54	50.00	304°00'40"	2942.40	3096.80	N1°36'08"W
55	50.00	309°40'24"	3041.60	3213.60	N1°38'56"W
56	50.00	315°20'08"	3142.40	3332.80	N1°41'44"W
57	50.00	321°00'52"	3244.80	3454.40	N1°44'32"W
58	50.00	326°40'36"	3348.80	3578.40	N1°47'20"W
59	50.00	332°20'20"	3454.40	3704.80	N1°50'08"W
60	50.00	338°00'04"	3561.60	3833.60	N1°52'56"W

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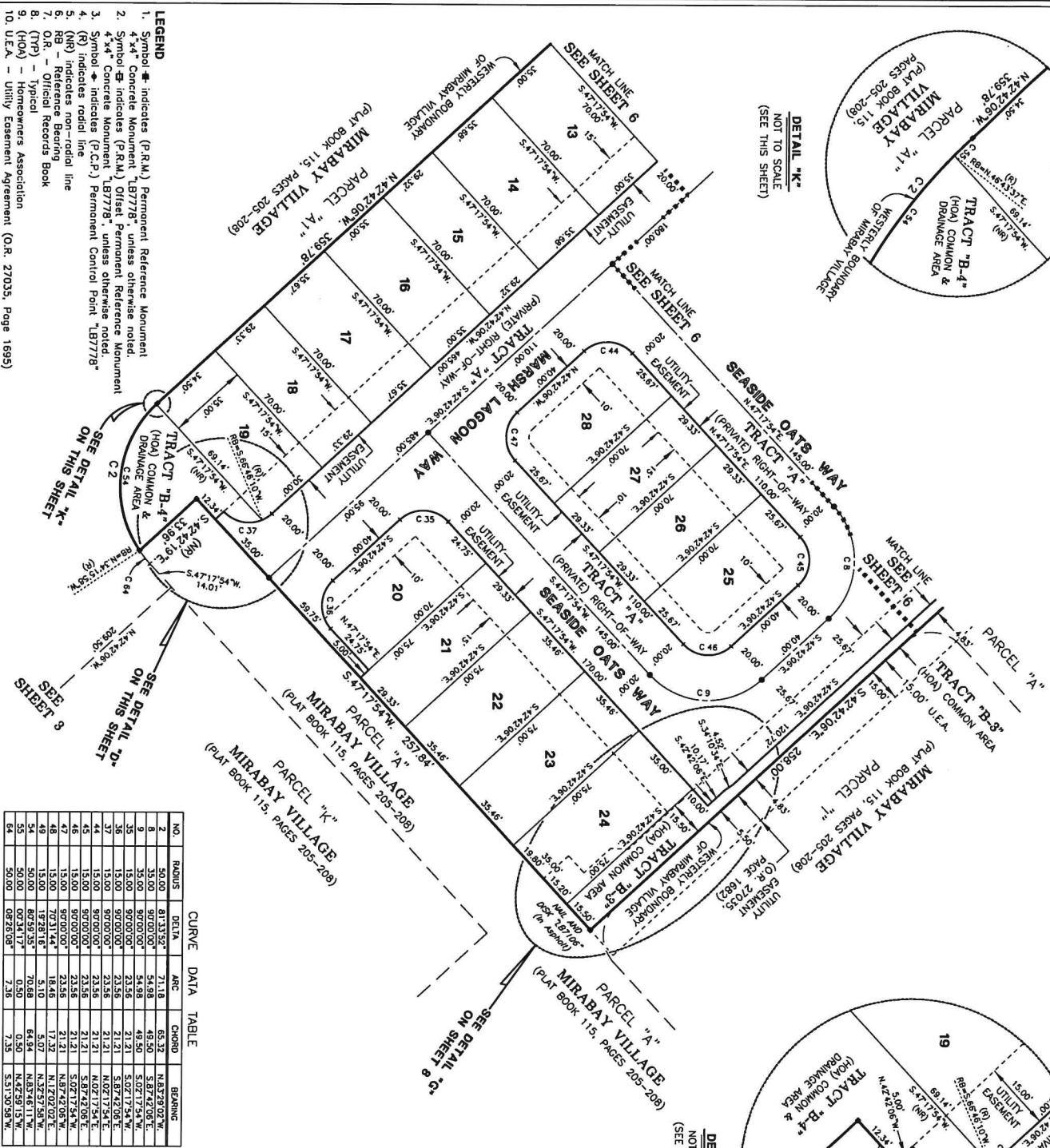
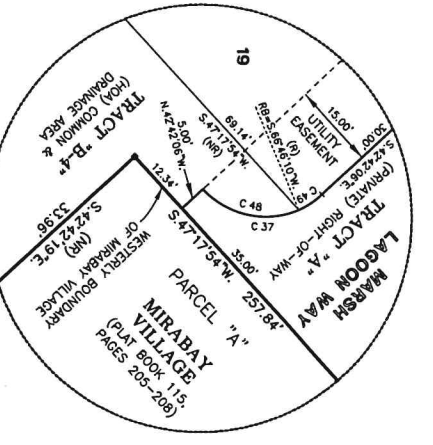
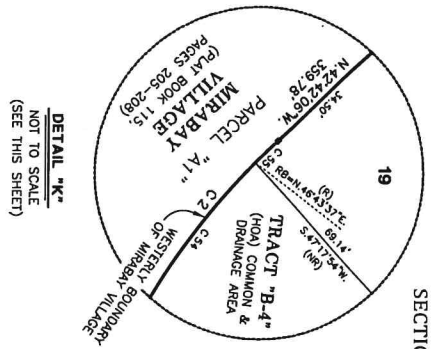
SEE SHEET 4 OF 9 FOR BASIS OF BEARINGS  
 SEE SHEET 2 OF 9 FOR PARALLEL OFFSET DIMENSIONS NOTE

SCALE: 1" = 30'  
 SCALE IN FEET

SHEET 6 OF 9 SHEETS

# MIRABAY TOWNHOMES PHASE 1

SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



- LEGEND**
1. Symbol  $\blacktriangle$  indicates (P.R.M.) Permanent Reference Monument
  2. Symbol  $\blacktriangle$  indicates (P.R.M.) Offset Permanent Reference Monument
  3. Symbol  $\blacktriangle$  indicates (P.R.M.) Offset Permanent Reference Monument
  4. Symbol  $\blacktriangle$  indicates (P.C.P.) Permanent Control Point
  5. (R) indicates round line
  6. (NR) indicates non-round line
  7. O.R. - Official Records Book
  8. (TYP) - Typical
  9. (HOA) - Homeowners Association
  10. U.E.A. - Utility Easement Agreement (O.R. 27035, Page 1695)

CURVE DATA TABLE

NO.	POINTS	DELTA	ARC	CHORD	BEARING
2	50.00	81.3332	21.18	65.32	N.8.292.07°W.
3	35.00	90.0000	54.98	49.50	S.8.742.06°E.
4	35.00	90.0000	54.98	49.50	S.02.17.54°W.
5	15.00	90.0000	23.56	21.21	S.8.742.06°E.
6	15.00	90.0000	23.56	21.21	N.02.17.54°E.
7	15.00	90.0000	23.56	21.21	S.8.742.06°E.
8	15.00	90.0000	23.56	21.21	S.8.742.06°E.
9	15.00	90.0000	23.56	21.21	S.8.742.06°E.
10	15.00	90.0000	23.56	21.21	S.8.742.06°E.
11	15.00	90.0000	23.56	21.21	S.8.742.06°E.
12	15.00	90.0000	23.56	21.21	S.8.742.06°E.
13	15.00	90.0000	23.56	21.21	S.8.742.06°E.
14	15.00	90.0000	23.56	21.21	S.8.742.06°E.
15	15.00	90.0000	23.56	21.21	S.8.742.06°E.
16	15.00	90.0000	23.56	21.21	S.8.742.06°E.
17	15.00	90.0000	23.56	21.21	S.8.742.06°E.
18	15.00	90.0000	23.56	21.21	S.8.742.06°E.
19	15.00	90.0000	23.56	21.21	S.8.742.06°E.
20	15.00	90.0000	23.56	21.21	S.8.742.06°E.
21	15.00	90.0000	23.56	21.21	S.8.742.06°E.
22	15.00	90.0000	23.56	21.21	S.8.742.06°E.
23	15.00	90.0000	23.56	21.21	S.8.742.06°E.
24	15.00	90.0000	23.56	21.21	S.8.742.06°E.
25	15.00	90.0000	23.56	21.21	S.8.742.06°E.
26	15.00	90.0000	23.56	21.21	S.8.742.06°E.
27	15.00	90.0000	23.56	21.21	S.8.742.06°E.
28	15.00	90.0000	23.56	21.21	S.8.742.06°E.
29	15.00	90.0000	23.56	21.21	S.8.742.06°E.
30	15.00	90.0000	23.56	21.21	S.8.742.06°E.
31	15.00	90.0000	23.56	21.21	S.8.742.06°E.
32	15.00	90.0000	23.56	21.21	S.8.742.06°E.
33	15.00	90.0000	23.56	21.21	S.8.742.06°E.
34	15.00	90.0000	23.56	21.21	S.8.742.06°E.
35	15.00	90.0000	23.56	21.21	S.8.742.06°E.
36	15.00	90.0000	23.56	21.21	S.8.742.06°E.
37	15.00	90.0000	23.56	21.21	S.8.742.06°E.
38	15.00	90.0000	23.56	21.21	S.8.742.06°E.
39	15.00	90.0000	23.56	21.21	S.8.742.06°E.
40	15.00	90.0000	23.56	21.21	S.8.742.06°E.
41	15.00	90.0000	23.56	21.21	S.8.742.06°E.
42	15.00	90.0000	23.56	21.21	S.8.742.06°E.
43	15.00	90.0000	23.56	21.21	S.8.742.06°E.
44	15.00	90.0000	23.56	21.21	S.8.742.06°E.
45	15.00	90.0000	23.56	21.21	S.8.742.06°E.
46	15.00	90.0000	23.56	21.21	S.8.742.06°E.
47	15.00	90.0000	23.56	21.21	S.8.742.06°E.
48	15.00	90.0000	23.56	21.21	S.8.742.06°E.
49	15.00	90.0000	23.56	21.21	S.8.742.06°E.
50	15.00	90.0000	23.56	21.21	S.8.742.06°E.
51	15.00	90.0000	23.56	21.21	S.8.742.06°E.
52	15.00	90.0000	23.56	21.21	S.8.742.06°E.
53	15.00	90.0000	23.56	21.21	S.8.742.06°E.
54	15.00	90.0000	23.56	21.21	S.8.742.06°E.

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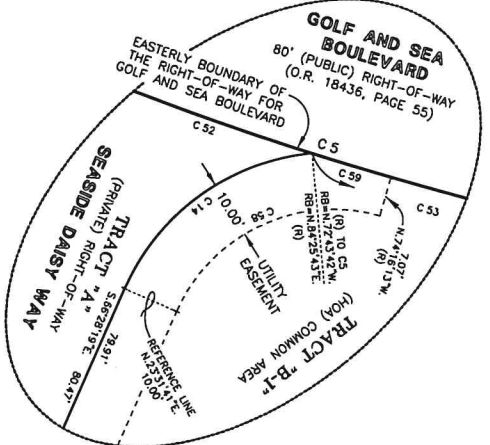
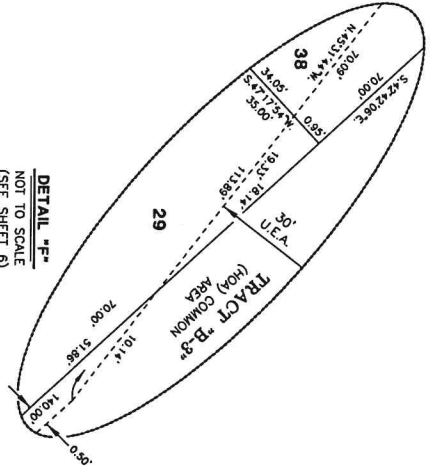
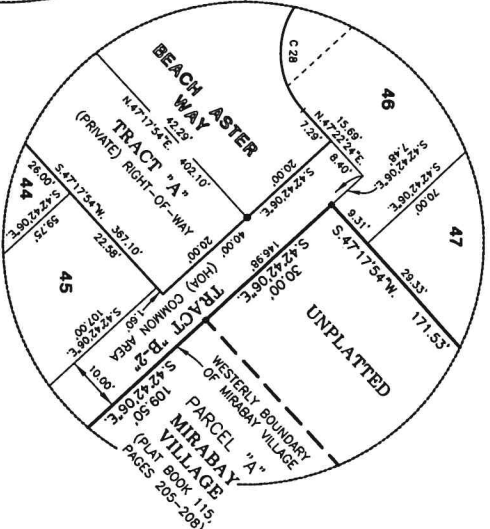
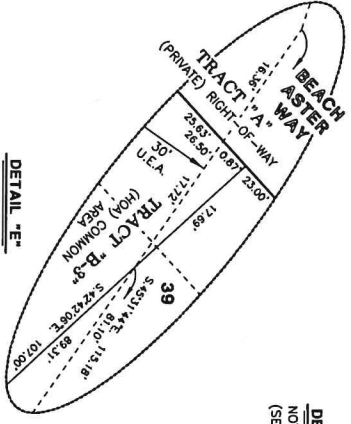
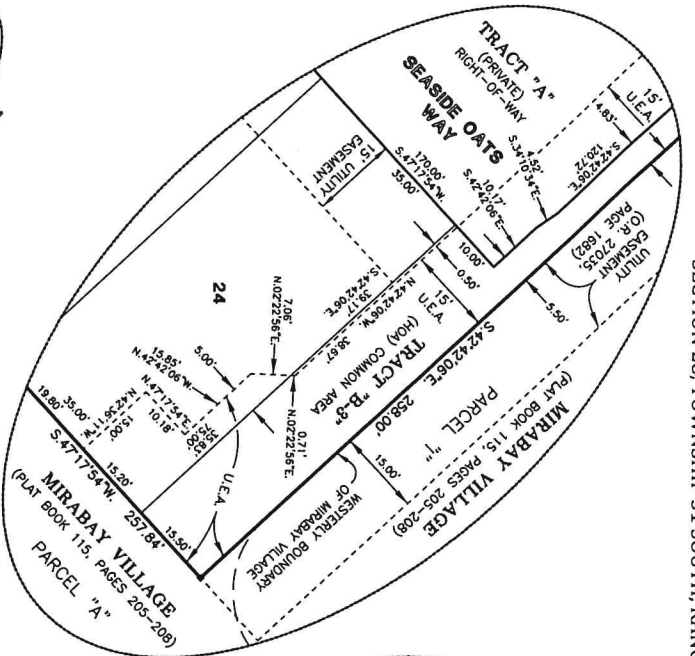
SCALE: 1" = 30'  
 SCALE IN FEET

SEE SHEET 4 OF 9 FOR BASIS OF BEARINGS  
 SEE SHEET 2 OF 9 FOR PARALLEL OFFSET DIMENSIONS NOTE

SHEET 7 OF 9 SHEETS

# MIRABAY TOWNHOMES PHASE 1

SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



- LEGEND**
- Symbol indicates (P.R.M.) Permanent Reference Monument
  - Symbol indicates (P.R.M.) Permanent Reference Monument
  - Symbol indicates (P.R.M.) Permanent Reference Monument
  - Symbol indicates (P.R.M.) Permanent Reference Monument
  - Symbol indicates (P.C.P.) Permanent Control Point, LB7778
  - (R) indicates round line
  - (NR) indicates non-round line
  - RB - Reference Bearing
  - OR - Official Records Book
  - (TYP) - Typical
  - (HOA) - Homeowners Association
  - U.E.A. - Utility Easement Agreement (O.R. 27035, Page 1693)

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
5	340.00	51°31'16"	485.59	469.38	N28°28'53"E
14	40.00	60°54'02"	42.52	40.54	S87°42'08"E
28	15.00	90°00'00"	23.56	21.21	S87°42'08"E
38	540.00	16°23'08"	15.96	14.65	N19°51'17"E
53	540.00	16°23'08"	15.96	13.44	N28°22'16"W
58	30.00	82°12'06"	43.04	39.44	N28°22'16"W
59	340.00	01°32'31"	14.53	14.53	S16°30'03"W



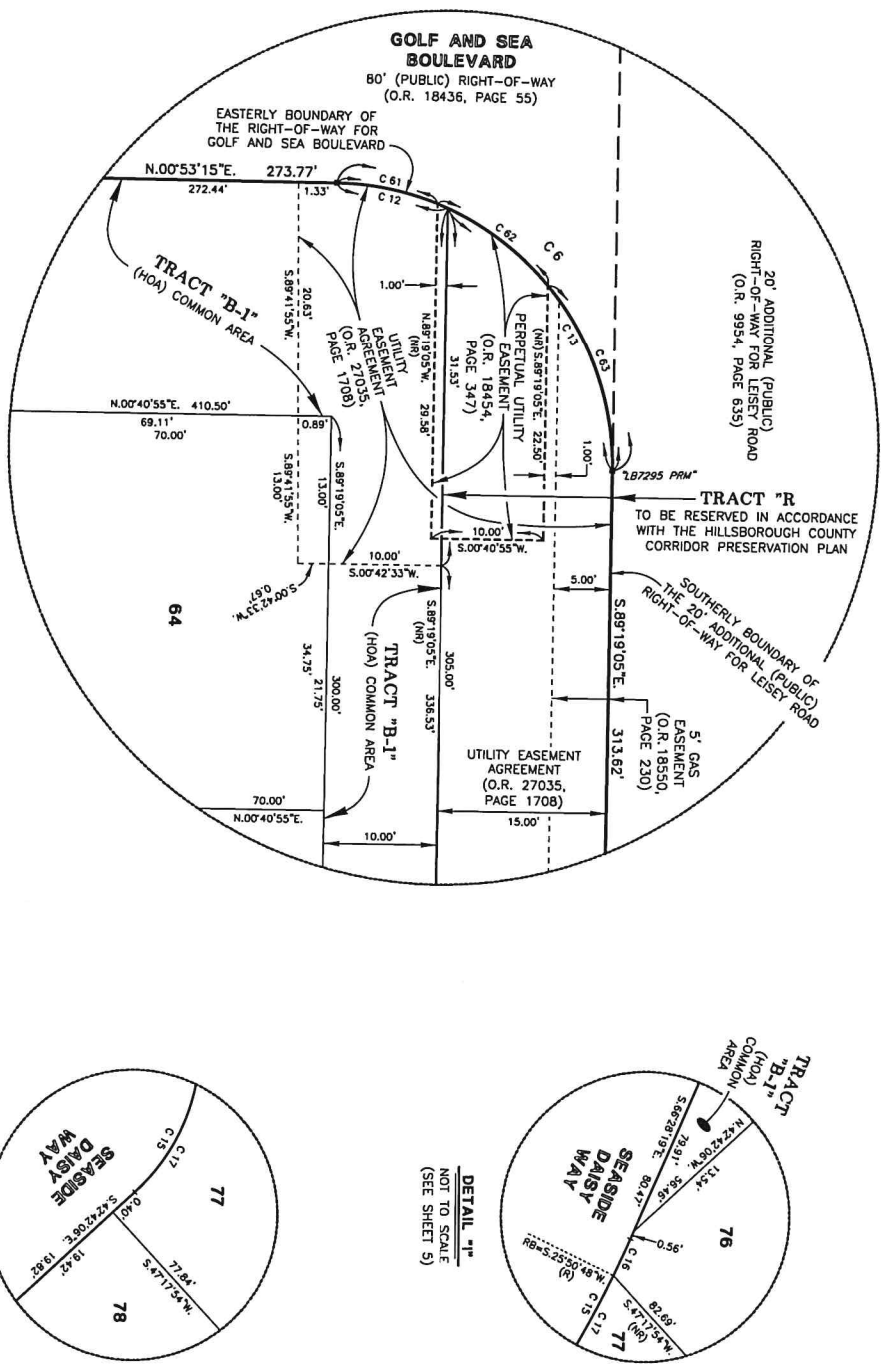
SEE SHEET 4 OF 9 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 9 FOR PARALLEL OFFSET DIMENSIONS NOTE

**AMERRITT, INC.**  
LAND SURVEYING & MAPPING  
Certificate of Authorization Number LA 7778  
3010 W. Asate Street, Suite 150  
PHOENIX (602) 221-2200

# MIRABRAY TOWNHOMES PHASE 1

SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



**DETAIL 'H'**  
NOT TO SCALE  
(SEE SHEET 4)

**DETAIL 'I'**  
NOT TO SCALE  
(SEE SHEET 5)

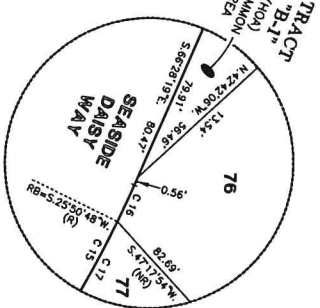
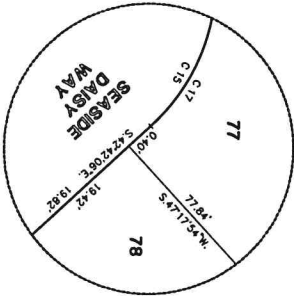
**DETAIL 'J'**  
NOT TO SCALE  
(SEE SHEET 5)



- LEGEND**
- 1. Symbol **#** indicates (P.R.M.) Permanent Reference Monument
  - 2. Symbol **4"x4"** Concrete Monument "1B7778" unless otherwise noted
  - 3. Symbol **⊕** indicates (P.R.M.) Offset Permanent Reference Monument
  - 4. Symbol **4"x4"** Concrete Monument "1B7778" unless otherwise noted
  - 5. Symbol **⊕** indicates (P.C.P.) Permanent Control Point "1B7778"
  - 6. Symbol **⊕** indicates radial line
  - 7. Symbol **⊕** indicates non-radial line
  - 8. (NR) - Reference Bearing
  - 9. (O.R.) - Official Records Book
  - 10. (TYP) - Typical
  - 11. (HOA) - Homeowners Association
  - 12. (UEA) - Utility Easement Agreement (O.R. 27035, Page 1695)

**CURVE DATA TABLE**

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
6	25.00	89°47'40"	39.18	35.29	N45°47'05"E
12	25.00	23°22'21"	10.20	10.13	N17°24'28"E
13	25.00	66°25'19"	28.98	27.38	N57°28'15"E
15	70.00	25°26'15"	28.94	28.63	S54°35'13"E
17	70.00	21°29'08"	24.53	24.89	S63°18'48"E
61	25.00	26°53'41"	9.12	9.07	N11°20'05"E
62	25.00	28°21'50"	12.38	12.25	N13°57'51"E
63	25.00	40°32'09"	17.89	17.32	N7°24'50"E



SEE SHEET 4 OF 9 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 9 FOR PARALLEL OFFSET DIMENSIONS NOTE

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